



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to sections 19815.4 and 3517 of the Government Code, and Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

The term "Contract" as used herein means the written agreement provided under section 3517.5 of the Government Code.

SEIU 1000
T/A 5/24/13
408 PM
K. Parent BU17
Baldwin BU11
S. Davis BU4
R. Davis BU20
M. Davis BU21
R. Davis BU15
J. Davis BU13
B. Davis BU11
R. Davis BU14
J. Davis BU11

TA 408 PM
5-24-13
Tom Manville
S. Davis
David Sherry
J. Davis
B. Davis
R. Davis
J. Davis
B. Davis
R. Davis



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

1.1 Recognition

- A. (Unit 1) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-1, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union, (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 1 shall be incorporated in the Contract.
- B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), recognizes the Director of the ~~Department of Personnel Administration (DPA)~~ **Department of Human Resources (CalHR)** or his/her designee as the negotiating representative for the State and shall negotiate

exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this aArticle.

SEIU 1000
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S-24-13-1
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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

1.2.1 Designation of Confidential Positions (Unit 1)

A. "Confidential employee" is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions [Government Code section 3513(f)].

B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:

1. Processing grievances;
2. Processing Workers' Compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies; examination design and execution, training of employees; handling post and bid programs.

C. The State may designate up to eight hundred (800) positions as confidential. All incumbents in confidential

TH SEIU 1000 12:00pm
5-31-13
Brenda J. Mark
Michelle Portago
Karen DeWalt
Mae
Paula

Claudia
Sambor
Rebecca Griffiths

Jean Cof

Crystal Casey

Michelle Borne
John C. Brown

12:00pm
Kathryn C. Peterson
55.2
TH 5-31-13
Dana Marshall
Stephanie
John C. Brown
San Kelly

positions shall remain in those positions. The eight hundred (800) number shall be reached through attrition. This limit shall include positions already designated by the Public Employment Relations Board (PERB). Each appointing power may have at least one position designated as confidential.

- D. If the State proposes to designate positions as confidential, the State shall provide Notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.
- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classifications and position numbers; upon request but in no event more than every six (6) months following the ratification of the Contract.
- G. Any grievance regarding this Contract section shall be filed by the Union at Step 3 (CalHR)(DPA). *stat 2*

TA
12:00 pm
5-31-13
from manville
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5-31-13

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RCG
SR
5/31

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GD

CNC
OM

MB

Key

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NA
KAND

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23
2013

Union stewards shall not be recognized by the State until such lists or changes thereto are received.

C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPACalHR step of the grievance procedure.

D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity Section C shall be observed, otherwise this leave will be union paid leave.

The union representatives shall provide reasonable advance notice based on the circumstances requiring their representation under 2.1.A.

SEIU LOCAL 1000 TA

10
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[Signature]
[Signature]
[Signature]
JMK

BW
[Signature]
[Signature]

TH State 5/24/13
Pmm 4:08 PM

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DS
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[Signature]

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D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

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MC
JMK

BW
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RV
M
jgm

State 5/24/13
4:08pm

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[Signature]
[Signature]

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[Signature]
S. [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.



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The Union proposes the following rollover language:

2.5 Use of State Facilities

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

408M
5/24/13

SEIU 1000
T/A

Klewant BU17

Paul J. Mah BU1
Joseph Negus BU4

Ronald [Signature] BU20

Myer Gaskin BU21

Rodney Shuler BU15

John K. [Signature] BU13

Brad Wilk BU11

Mary [Signature]
Robert Vega BU14

Janet [Signature] BU12

State 408 PM
5-24-13
Tom [Signature]
Richard [Signature]
Spencer [Signature]
Justin R [Signature]
S. Sahr [Signature]
Dawson [Signature]
[Signature]
[Signature]
[Signature]
[Signature]



Union Proposal
Master Table

Date: _____

Proposal No: 1

The Union proposes the following rollover language:

2.6 Steward Time Off

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A) of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

SEIU 1000 5/24/13
TIA 4:30 pm

Grand William on 11
K.C. Asant BU 17
Brenda J. Marks BU 11
Sandra D. Davis BU 4
Renee Jones BU 20
Myra C. Allen BU 21
Ricky Charles BU 15
John M. Kuntz BU 3

Margaret
Robert Vega BU 14
Janet Bass Undermott

TA 4:08 pm
5-24-13
Team manwiler
S. B. Davis
L. S. Davis
S. S. Davis
David Sherry
J. S. Davis
Stephanie Davis
J. S. Davis
J. S. Davis

Page 1 of 1



Union Proposal
Master Table

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The Union proposes the following rollover language:

2.8 Union Steward Protection

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

Grievances under this section shall be filed at the first formal level of the grievance process. If the allegations are against the employee's immediate supervisor and the immediate supervisor is the first formal level, then the grievance may be filed at the next level of supervision.

5/24/13
SEIU 1000 4:28 pm
TIA
KC want BUA
Basil f Moh BUA

Basil Willes BUA
Sophie BUA
Renee BUA
Miguel Cardona BUA
Rohy Charles BUA
Jelmer BUA

Robert Vega BUA
Jenet Sess (re) Jemotti

TIA 4:28 pm
5-24-13
Pam Manwill
J. Bood
S. R.
J. R.
S. S.
David Shantz
J. R.
B. R.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.9 Union Information Packets

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

4:00pm
5/24/13

SEU1000
T/A

K Ciment Bu17
Bunt p Mark Bu1

Brod Willis Bu 11

Scott Miller Bu14

Ronald Jones Bu20

Paul Corcoran Bu #21

Rory Shales Bu 15

John Ken Bu3

Margaret
Robert Vega Bu 14

Janet SASS Mc Dermott

TA 408 P
5-24-13
Tom Manwiller

John L.
David

John L.
David

David Shantz

Stephanie
Tom Etet



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) minutes during normal working hours for orientation to the Contract and the Union.
- C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

5/24/13
SEIU 1000 408 PM
T/A
K. Carver BU 17
Brent M. BU 1
S. [unclear] BU 4
R. [unclear] BU 20
B. [unclear] BU 11
Myrl Carver BU 21
Randy [unclear]
BU 15
Jim Kern BU 3

Marcel [unclear]
Robert Vega BU 14
Janet [unclear] BU 11

TA 408 PM
5-24-13
Tam Manville
S. [unclear]
P. [unclear]
Lesli [unclear]
S. [unclear]
David [unclear]
John [unclear]



Union Proposal Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.11 Bargaining Unit Negotiating Committee Member Time Off

The appropriate bargaining unit chair, vice chair, or a designated negotiating committee member, not all, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

this Contract.

TA 408 P
5-24-13
Pam Mani. (Q)
S/B
Erika
admiral
Joe L. P.
S. Scher

Sub
Ag
David Shaw
J. H. Hens

[Handwritten signature]

515.8, subject to the following

TA 408 pr
5-24-13
Pam Manville
J. B. O.
Mike Ziga
Doreen
L. R.
M. R.
M. R.
M. R.

employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office (SCO) within thirty (30) calendar days prior to the expiration of this Contract.

SEIU 1000

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JK

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State
Pam manville

GA

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5/24/13

408pm

4:08pm
5/24/13



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

3.2 Release of Home Addresses: Non Law Enforcement Employees

A. Home Addresses - Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing

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5-24-13

P. Manweiler

David S. Jones

John J. Jones

John J. Jones

John J. Jones

John J. Jones

power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office shall send the Union a list of all bargaining unit employees who, pursuant to subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach bargaining unit employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

State
pm
5/24/15
4:05 PM
[Signatures]

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

SEIU 1002

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.1 No Strike

- A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

SEIU 1000
THA
X Current BU17
Bart M. BA
Sashy Penny BU4
Ramon J. BU20
Wynell Carder BU21
Rohy Dennis BU15
Brend Willes BU11

Margaret

J. M. Kern BU3
Robert Vega BU14
Junit Saxe W. Demott

THA 408 pr
5-24-13
Pam manville
J. Bad
J. Ki
P. P. P.
J. R. R.
S. S. S.
J. M. S.
J. M. S.
J. M. S.
J. M. S.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.2 No Lockout

No lockout of employees shall be instituted by the State during the term of this Contract.

SEIU 1000 5/24/13
T/A 4:30 PM

Flannery
Bridget M. Bui
Sophia Bui 4

Roma Bui 20

John Kim Bui 3

Bridget Bui 11

Margaret Cordon Bui 21

Kathy Shuler Bui 15

Margaret

Robert Vega Bui 14

Janet Sess W. Demott

TA 4:08 PM
5-24-13
Tam Nguyen

St. Bui
Erika
2013

Joe R.

S. S. S.

David M. Jones
Griffiths

Stephanie Bui
Sam Bui

Michelle
G. Bui

4:08pm
5/24/13



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.3 Individual Agreements Prohibited

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

SEIU 1000
11A
K. Carant BUI 17
Bridget M. BUI
Sgt. [unclear] BUI 11
Ramon [unclear] BUI 20

J. McKern BUI 3

Brad Willis BUI 11

Nigel Gubov BUI 21

Randy Shales BUI 15

Margaret [unclear]

Robert Vega BUI 14

Janet [unclear] BUI 11

TA 408 for
5-24-13
Pam manila
S. Ball
Eliha L.
P. [unclear]
J. [unclear]
S. Sal

Dan M. [unclear]
[unclear]

[unclear]
Lyn [unclear]
Yohanna [unclear]
Pam [unclear]
[unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.4 Savings Clause

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

5/24/13
SEIU 1000 498 pr
K Parent BU17
Bundy MA BU
Sasha Parent BU14
Ramon J. [signature] BU#20

John Kern BU3
Brad Willes BU11

Myndi Card 4 BU9,
Kelly Shields BU15
Margaret [signature]
Robert Vega BU14
Janet Saxe Undermon

TH 408 pr
5-24-13
Pam manville
Bob
Jenika L.
Pam
Lis R.
S. Sah
Dw. M. [signature]
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5/24/13



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.5 Reprisals

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

SEIU 1000
TIA
K. C. ... BU17
Bridget ... BU1
Sophie ... BU4
Dana ... #20
J. M. Kern BU3
Bridget ... BU11
Myriel Gordon #BU21
Rohy ... BU15
Marg ...
Robert ... BU14
Janet ...

TH 408 PM
5-24-13
Pam ...
S. ...
David ...
Stephane ...
Pam ...



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.6 Supersession

The following enumerated Government Code sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code sections are hereby incorporated into this Contract.

However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions.

A. Government Code Sections

1. General

- | | |
|-------|---|
| 19824 | Establishes monthly pay periods. |
| 19838 | Provides for methods of collecting overpayments and correcting payroll errors to employees. |
| 19839 | Provides lump sum payment for unused vacation accrued or compensating time off upon |

separation.

19888

Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA).

2. Step Increases

19829

Requires DPA CalHR to establish minimum and maximum salaries with intermediate steps.

19832

Establishes annual MSAs for employees who meet standards of efficiency.

19834

Requires MSA payments to qualifying employees when funds are available.

19835

Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.

19836

Provides for hiring at above the minimum salary limit in specified instances.

19837

Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Holidays

19853

Establishes Holidays

19854

Adds Personal Holiday

4. Vacation

19856

Requires DPA CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19856.1

Allows DPA CalHR to establish rules for vacation accrual for absences of ten days or less.

19858.1

Establishes vacation earning rate.

19863

Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19991.4

Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

19859

Defines amount earned and methods of accrual for full-time and part-time employees.

19861

Allows DPA CalHR to establish rules for sick leave accrual for absences of ten days or less.

19862

Allows for accumulation of sick leave.

19863

Allows sick leave use while on temporary disability (due to work incurred injury) to augment

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paycheck.

19863.1

Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

19864

Allows ~~DPA~~ **CalHR** to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19866

Allows rules to allow sick leave accumulation for non-civil service employees.

19991.4

Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Uniforms, Work Clothes, and Safety Equipment

19850

Definitions

19850.3

DPA CalHR to determine need for uniform replacement. ^{pm} 2:00 p- 3:13 11/11

19850.4

Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

19850.5

Provides for initial issuance of required safety equipment at State expense.

7. Industrial Disability Leave (IDL)

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Page 4 of 11
5.6 CT

19869	Defines who is covered.
19870	Defines "IDL" and "full pay".
19871	Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
19871.1	Provides for continued benefits while on IDL.
19872	Prohibits payment of temporary disability or sick leave pay to employees on IDL.
19873	Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
19874	Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
19875	Requires three-day waiting period, unless hospitalized or disability more than 14 days.
19876	Payments contingent on medical certification and vocational rehabilitation.
19877	Authorizes DPA <u>CalHR</u> to adopt rules governing IDL.
19877.1	Sets effective date.

(Handwritten notes)

Page 5 of 11
5.6 CT

STATE

(Various initials and signatures)

- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other case payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA CalHR to establish rules governing NDI.

9. Life Insurance

- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

10. Health Insurance

TA
SEI/1000

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TA 2:10P STATE
6-3-13

[Handwritten signatures and initials: PM, KR, and several other initials]

TA
SE 141000

[Signature]
[Signature]

[Signature]
Rd
BW
TME
Kc
Kv
Me

22808 Provides for continuation of health plan coverage during leave of absence without pay.

22870 Provides for employee and employer contribution.

22871 Sets employer contribution.

11. Workweek

19843 Establishes Work Week Groups.

19851 Sets 40-hour workweek and eight-hour day.

12. Overtime

19844 Directs DPA CalHR to establish rules regarding cash compensation time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires DPA CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

13. Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation

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14. Relocation Expenses

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

15. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.

16. Leaves of Absence

19991 Allows release time for civil service examinations •

19991.1 Allows leave without pay, not to exceed one year, assures right of return.

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or

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19991.6

Provides one year of pregnancy leave or less as required by a permanent female employee.

17. Performance Reports

19992

Allows the establishment of performance standards.

19992.1

Requires performance reports to be accurate.

19992.2

Requires the appointing power to prepare performance reports and show them to the employee.

19992.3

Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA CalHR rule.

18. Involuntary Transfers

19841

Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1

Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2

Allows seniority to be considered when two or

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- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
- 19998.1 State restriction on appointments.

20. Incompatible Activities

- 19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

21. Training

- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.
- 19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

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Union Proposal
Master Table

Date: _____

Proposal No: 2

The Union proposes the following language changes:

5.7 Non-Discrimination

- A. No State employee shall be discriminated against or harassed in State employment ~~on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability~~ consistent with applicable State and Federal Employment Laws.
- B. At the employee's discretion, allegations of discrimination or harassment based upon disability and/or medical condition, or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, and/or may be appealed to pursued with the SPB through the ~~existing State Equal Employment Opportunity (EEO) complaint process~~ complaint procedure specified by the Board, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

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Margie

Brenda Williams BU 11
Mae Patterson BU 15

John Ken BU 3
Cawant BU 17

Robert Vega BU 4

G. L. Bennett BU 21

James Sess Henderson

Ronald Jones BU 20

Bruce M. H. BU 1

Shirley M. H. BU 4

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grad

Samuel

Stephanie

Ray

Stephanie

Ray

Kelly

David M. H.

David M. H.

M. H.

C. At the employee's discretion, other allegations of discrimination or harassment may be subject to the grievance procedure up to the third level, and/or may be pursued with the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

D. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

G. E. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

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Union Proposal
Master Table

Date: _____

Proposal No: 2

The Union proposes the following language changes:

5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, and/or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her

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Don mandiger
Ray Kelley
David M. Sharpe
Samir
Lester
Dennis
Cy

TA
SEIU 1000
Sally McLean BU4
Janet SASS BU20
Brendy Miller
Richard
George E. Cornell
BU 11
Dannia Handel BU3
K. Cant BU7
Robert Jega BU14
Nigel Conley BU21

rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedures in Article 6.

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Union Proposal
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Proposal No: 2

The Union proposes to delete the following language:

~~5.9 Joint Labor Management Committee on Discrimination (JLMCD)~~

~~A. Upon the request of the State Personnel Board (SPB), the JLMCD will meet to discuss the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the SPB, relating to maintaining a discrimination-free State workplace.~~

~~B. The committee will consist of five (5) Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.~~

~~C. If a meeting is convened by the SPB, the JLMCD shall meet to discuss requests made of the JLMCD by SPB. The State agrees that the Union representatives will be permitted eighty (80) hours of release time during the term of this Contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.~~

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Margaret
F. Williams
S. Parker
BU 4

Ruby Jones BU 15
Myron C. C. BU 21
Robt. D. G. BU 14

Paul W. C.
C. W. C. BU 17

Brenda M. BU

John C. BU 3

Pat S. S. C. C.

STATE
Paul C. C.
Stephanie C. C.
Tom C. C.

Ray C. C.
C. C. C.
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.10 Labor/Management Committees

A. The State and SEIU encourage the use of Labor Management Committees to address issues of mutual concern in a problem solving context. Upon request of either party, a Labor/Management Committee (JLMC) shall be established to address specific or ongoing issues such as:

1. Workload
2. Productivity
3. Making the worksite more efficient and effective
4. Improving the quality of service

B. An established JLMC shall adhere to the following guidelines:

1. The JLMC will consist of equal reasonable number of management representatives

selected by the department head or designee and Union representatives selected by the Union.

SEIU 1000
T/A
K. Cavant BU17
Brent J. Mark BU1
Joseph P. Baker BU4
Ramon J. [unclear] BU20
Brad Willes BU11
Mykel C. [unclear] BU21
Rodriguez [unclear] BU15
JLMKombu3
margaret [unclear]
Robert [unclear] BU14
Janet [unclear] [unclear]

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Pam [unclear]
St. [unclear]
Quinn [unclear]
David M. [unclear]
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